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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 DORIAN CERON, as an individual,
12 and on behalf of all others similarly
13 situated,

14 Plaintiff,

15 vs.
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17 BRINK'S INCORPORATED, a
18 Delaware Corporation; BRINK'S
19 GLOBAL SERVICES USA, INC., a
20 Delaware Corporation; and DOES 1
21 through 10,

22 Defendants.
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Case No. CV 15-1129 JFW (JCx)

CLASS ACTION

**ORDER ENTERING MODIFIED
VERSION OF STIPULATED
PROTECTIVE ORDER**

District Judge: Judge John F. Walter
Magistrate: Hon. Jacqueline Chooljian

1 The Court hereby approves and enters the parties' stipulated protective order
2 as modified and set forth below:

3 In accordance with Paragraph 9 of the Standing Order for cases assigned to the
4 Honorable John F. Walter ("Standing Order"), and with the procedures set forth in
5 *Edwards v. County of Los Angeles*, 2009 WL 4707996 (C.D. Cal 2009), Plaintiff
6 Dorian Ceron and Defendants Brink's Incorporated and Brink's Global Services
7 USA, Inc. ("the Parties"), by and through their respective counsel of record, hereby
8 respectfully submit the following Stipulated Protective Order.

9 **I. INTRODUCTION**

10 Purposes and Limitations. Discovery in this action is likely to involve
11 production of confidential, proprietary, or private information for which special
12 protection from public disclosure and from use for any purpose other than
13 prosecuting this litigation may be warranted. Accordingly, the Parties hereby
14 stipulate to and petition the Court to enter the following Stipulated Protective Order.
15 The Parties acknowledge that this Order does not confer blanket protections on all
16 disclosures or responses to discovery and that the protection it affords from public
17 disclosure and use extends only to the limited information or items that are entitled
18 to confidential treatment under the applicable legal principles. The Parties further
19 acknowledge, as set forth in Section XII, below, that this Stipulated Protective Order
20 does not entitle them to file confidential information under seal; Civil Local Rule
21 79-5 and Paragraph 9 of the Standing Order set forth the procedures that must be
22 followed and the standards that will be applied when a party seeks permission from
23 the Court to file material under seal.

24 Good Cause Statement. This action is likely to involve proprietary information
25 and/or trade secrets, private employee information and other valuable commercial,
26 financial, technical and/or proprietary information for which special protection from
27 public disclosure and from use for any purpose other than prosecution of this action
28 is warranted. Such confidential and proprietary materials and information consist of,

1 among other things, confidential business or financial information, private employee
2 information, information regarding confidential business practices and policies, or
3 other confidential commercial information (including information implicating
4 privacy rights of third parties), information otherwise generally unavailable to the
5 public, or which may be privileged or otherwise protected from disclosure under
6 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
7 expedite the flow of information, to facilitate the prompt resolution of disputes over
8 confidentiality of discovery materials, to adequately protect information the Parties
9 are entitled to keep confidential, to ensure that the Parties are permitted reasonable
10 necessary uses of such material in preparation for and in the conduct of trial, to
11 address their handling at the end of the litigation, and serve the ends of justice, a
12 protective order for such information is justified in this matter. It is the intent of the
13 Parties that information will not be designated as confidential for tactical reasons and
14 that nothing be so designated without a good faith belief that it has been maintained
15 in a confidential, non-public manner, and there is good cause why it should not be
16 part of the public record of this case.

17 **II. DEFINITIONS**

18 Action: This pending federal law suit.

19 Challenging Party: A Party or Non-Party that challenges the designation of
20 information or items under this Order.

21 “CONFIDENTIAL” Information or Items: Information (regardless of how it is
22 generated, stored or maintained) or tangible things that qualify for protection under
23 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
24 Statement.

25 Counsel: Outside Counsel of Record and House Counsel (as well as their
26 support staff).

27 Designating Party: A Party or Non-Party that designates information or items
28 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

1 Disclosure or Discovery Material: All items or information, regardless of the
2 medium or manner in which it is generated, stored, or maintained (including, among
3 other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 Expert: A person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a party or its counsel to serve as
7 an expert witness or as a consultant in this Action.

8 House Counsel: Attorneys who are employees of a Party and are also
9 providing legal services or advice to the Party in connection with this action (as well
10 as their support staffs).

11 Non-Party: Any natural person, partnership, corporation, association, or other
12 legal entity not named as a party to this action.

13 Outside Counsel of Record: Attorneys who are not employees of a Party but
14 who are retained to represent or advise a Party in this action (as well as their support
15 staffs).

16 Party: Any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 Producing Party: A Party or Non-Party that produces Disclosure or Discovery
20 Material in this Action.

21 Professional Vendors: Persons or entities that provide litigation support
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)
24 and their employees and subcontractors.

25 Protected Material: Any Disclosure or Discovery Material that is designated as
26 “CONFIDENTIAL.”

27 Receiving Party: A Party that receives Disclosure or Discovery Material from
28 a Producing Party.

1 **III. SCOPE OF ORDER**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any deposition testimony, conversations,
6 or presentations by Parties or their Counsel that might reveal Protected Material,
7 other than during a court hearing or at trial.

8 Any use of Protected Material during a court hearing or at trial shall be
9 governed by the orders of the presiding judge. This Order does not govern the use of
10 Protected Material during a court hearing or at trial.

11 **IV. DURATION OF ORDER**

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs. Final disposition shall be
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
16 or without prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
18 including the time limits for filing any motions or applications for extension of time
19 pursuant to applicable law.

20 **V. DESIGNATING PROTECTED MATERIAL**

21 Exercise of Restraint and Care in Designating Material for Protection. Each
22 Party or Non-Party that designates information or items for protection under this
23 Order must take care to limit any such designation to specific material that qualifies
24 under the appropriate standards. The Designating Party must designate for protection
25 only those parts of material, documents, items, or oral or written communications
26 that qualify so that other portions of the material, documents, items, or
27 communications for which protection is not warranted are not swept unjustifiably
28 within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating
5 Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 Manner and Timing of Designations. Except as otherwise provided in this
10 Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that
11 qualifies for protection under this Order must be clearly so designated before the
12 material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic documents,
15 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
16 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
17 "CONFIDENTIAL legend"), to each page that contains Protected Material. If only a
18 portion of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings
20 in the margins).

21 A Party or Non-Party that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all of the material made available for inspection shall be
25 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
26 it wants copied and produced, the Producing Party must determine which documents,
27 or portions thereof, qualify for protection under this Order. Then, before producing
28 the specified documents, the Producing Party must affix the "CONFIDENTIAL

legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS

Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived

1 or withdrawn the confidentiality designation, all Parties shall continue to afford the
2 material in question the level of protection to which it is entitled under the Producing
3 Party's designation until the Court rules on the challenge.

4 **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

5 Basic Principles. A Receiving Party may use Protected Material that is
6 disclosed or produced by another Party or by a Non-Party in connection with this
7 Action only for prosecuting, defending, or attempting to settle this Action. Such
8 Protected Material may be disclosed only to the categories of persons and under the
9 conditions described in this Order. When the Action has been terminated, a
10 Receiving Party must comply with the provisions of Section XIII below (FINAL
11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
16 ordered by the Court or permitted in writing by the Designating Party, a Receiving
17 Party may disclose any information or item designated "CONFIDENTIAL" only to:

18 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
19 employees of said Outside Counsel of Record to whom it is reasonably necessary to
20 disclose the information for this Action;

21 (b) the officers, directors, and employees (including House Counsel) of the
22 Receiving Party to whom disclosure is reasonably necessary for this Action;

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

26 (d) the Court and its personnel;

27 (e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional
2 Vendors to whom disclosure is reasonably necessary for this Action and who have
3 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
8 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
9 not be permitted to keep any confidential information unless they sign the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
11 agreed by the Designating Party or ordered by the Court. Pages of transcribed
12 deposition testimony or exhibits to depositions that reveal Protected Material may be
13 separately bound by the court reporter and may not be disclosed to anyone except as
14 permitted under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel, mutually
16 agreed upon by any of the Parties engaged in settlement discussions.

17 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED TO BE**
18 **PRODUCED IN OTHER LITIGATION**

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such notification shall
23 include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or order to
25 issue in the other litigation that some or all of the material covered by the subpoena
26 or order is subject to this Protective Order. Such notification shall include a copy of
27 this Stipulated Protective Order; and
28

1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
2 the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this
5 action as “CONFIDENTIAL” before a determination by the court from which the
6 subpoena or order issued, unless the Party has obtained the Designating Party’s
7 permission, or unless otherwise required by the law or court order. The Designating
8 Party shall bear the burden and expense of seeking protection in that court of its
9 confidential material and nothing in these provisions should be construed as
10 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
11 directive from another court.

12 **IX. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
13 **PRODUCED IN THIS LITIGATION**

14 (a) The terms of this Order are applicable to information produced by a Non-
15 Party in this Action and designated as “CONFIDENTIAL.” Such information
16 produced by Non-Parties in connection with this litigation is protected by the
17 remedies and relief provided by this Order. Nothing in these provisions should be
18 construed as prohibiting a Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party’s confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party’s
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-Party
24 that some or all of the information requested is subject to a confidentiality agreement
25 with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably
28 specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If a Non-Party represented by counsel fails to commence the process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and accompanying information or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection,

the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement in the stipulated protective order submitted to the Court.

XII. MISCELLANEOUS

Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5 and Paragraph 9 of the Standing Order. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

XIII. FINAL DISPOSITION

After the final disposition of this Action, as defined in Section IV, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving
2 Party must submit a written certification to the Producing Party (and, if not the same
3 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
4 (by category, where appropriate) all the Protected Material that was returned or
5 destroyed and (2) affirms that the Receiving Party has not retained any copies,
6 abstracts, compilations, summaries or any other format reproducing or capturing any
7 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
8 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
9 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
10 reports, attorney work product, and consultant and expert work product, even if such
11 materials contain Protected Material. Any such archival copies that contain or
12 constitute Protected Material remain subject to this Protective Order as set forth in
13 Section IV (DURATION).

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1 Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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6 DATED: July 30, 2018

HAINES LAW GROUP, APC

7
8 By: /s/ Paul K. Haines
Paul K. Haines
9 Attorneys for Plaintiff DORAIN CERON

10 DATED: July 30, 2018

OGLETREE, DEAKINS, NASH, SMOAK &
11 STEWART, P.C.

12 By: /s/ Tim L. Johnson
13 Spencer C. Skeen
Tim L. Johnson
14 Attorneys for Defendants
BRINK'S INCORPORATED and
15 BRINK'S GLOBAL SERVICES USA,
INC.

16 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.

17
18 DATED: August 2, 2018

19
20 /s/
Honorable Jacqueline Chooljian
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print full name], of

[print full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on August 2, 2018 in the case of *Ceron v. Brink's Incorporated, et al*, No. 2:15-cv-1129 JFW(JC). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print full name] of _____ [print full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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